



Digitally signed by Mary
Beth deBeau
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deBeau, o=CELA,
email=mdebeau@fec.gov,
c=US
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BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of

Adam Victor, *et al.*

MURs 7005 & 7056

Respondents.

RESPONDENTS' RESPONSE TO THE COMPLAINTS

Respondents Adam Victor, Adam Victor Grantor Trust (AVGT), Adam Victor and Sons Stables, Gas Alternative Systems, Inc. (GAS), Project Orange Associates, LLC (POA), TransGas Development Systems, LLC (TGDS), Transnational Management Systems II, LLC (TNMS), Adam Victor, Jr., Jo-Ann Bruggerman, Alexia Victor, Alia Victor, Jo-Ayla Victor, Gary Coulter, Noel Daley, Marta Grabowska, Randall Harris, Michael Vanderkemp and Nana Yoshioka, through counsel, hereby respond to the complaints filed against them in the above-referenced matters under the Federal Election Campaign Act of 1971, as amended, and Federal Election Commission regulations (the Act).

The complaints in both MURs are redundant concerning allegations that contributions were made in the name of another through reimbursements by Adam Victor and his affiliated entities to the remaining individual respondents. The second complaint also alleges that a corporate contribution was made to a presidential campaign committee through a below-market lease rate on a plane. For the reasons set forth below, we request that the Commission find no reason to believe a violation occurred.

Allegations

Complainant specifically alleges the following:

- That Adam Victor, the sole member of TNMS, which owned a Gulfstream Aerospace G-IV airplane, and through it, made a contribution to *Friends of Herman Cain (FHC)* near the end of 2011 through the lease of a plane at a rate of \$5,000 per day plus expenses when the market rate was \$5,000 per hour plus expenses.
- That contributions reported by two candidate committees - *Manchin for West Virginia and FHC* - were reimbursed by Adam Victor or one of his affiliated entities to the remaining individual respondents.
- Concerning disbursements to three of these individual respondents, specific check numbers drawn on various Signature Bank accounts are allegedly contribution reimbursements:
 - ✓ Marta Grabowska (Dani): AVGT #2231
POA # 1440
 - ✓ Nana Yoshioka POA #1139
 - ✓ Randall Harris TGDS #1252
- Concerning the remaining individual respondents, no specific disbursements are identified as reimbursements. Only general unsupported allegations remain.

Factual Discussion

Adam Victor completely owns and controls all Victor Entity-Respondents (i.e., TransGas Development Systems, LLC, Gas Alternative Systems, Inc., Project Orange Associates, LLC, Adam Victor and Sons Stables, Adam Victor Grantor Trust and Transnational Management Systems II, LLC). Adam Victor

Declaration ¶ 1.

Background of the Complaint and Complainant, Tyler Erdman

The complaints are embedded within a much larger context. Adam Victor has known the complainant, Tyler Erdman, since he was a teenager, when Mr. Victor treated him as though he were his own son. For years, Mr. Erdman occasionally performed IT services for Adam Victor and his companies. *Id.*, ¶ 3.

That all changed several years ago when Mr. Victor refused to let Complainant date his daughter. Since then, Mr. Erdman broke into Mr. Victor's apartment, hacked his computer and copied thousands of files and emails from his computer without permission. Adam Victor has been battling in New York state court for almost two years concerning Mr. Erdman's theft of his computer files. Victor, et al. v. Khatskevich, et al., Index No. 158981/2014 (Sup. Ct. N.Y. Co., Hagler, J.). *Id.*, ¶ 4.

Mr. Erdman has been harassing Adam Victor every step of the way, including physically stalking him, hacking his phone, sending anonymous letters defaming him to persons in the building in which he lives (where he is the condominium board president), cold calling various media outlets to attempt to garner negative press attention, posting vaguely threatening tweets on his public Twitter account, and conferring and assisting his adversaries in unrelated business litigation, including a suit between TNMS and Pegasus. *Id.*, ¶ 5.

General Response Regarding Allegations

Adam Victor organized a fundraising event in New York City for *Manchin for West Virginia* at about the time of the March 29, 2011 contributions referenced

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in the MUR 7005 complaint, and later solicited contributions to FHC. *Id.*, ¶ 6.

His plane was also leased to FHC. To the best of his knowledge, he did not lease his aircraft to FHC below the market rate, and the payments and/or checks alleged in the complaints as being reimbursements for the identified contributions were, with respect to Marta Dani, Nana Yoshioka and Randall Harris, as stated in their declarations - strictly for business, employee IRA contributions or personal purposes, or with respect to the remaining individual respondents, as stated in their declarations - were not made at all. *Id.*, ¶ 7.

Facts Concerning the Lease of TNMS Aircraft by FHC

Adam Victor made more than *four times* the amount of money leasing his aircraft to FHC than he would have made leasing it in his ordinary course of business. *Id.*, ¶ 8. Adam Victor owns an aircraft known as the "772 Plane" through his wholly-controlled entity, respondent TNMS, for which Mr. Victor is the only member. *Id.*, ¶ 9. TNMS contracted with Pegasus Elite Aviation (<http://www.pegjet.com>) ("Pegasus"), which is in the business of providing private aircraft charters to individuals and businesses. *Id.*, ¶ 10.

The contract between Pegasus and TNMS provides the terms under which Pegasus would charter the 772 Plane as part of Pegasus's charter aircraft fleet. When Pegasus chartered the 772 Plane, Pegasus was supposed to pay TNMS \$5,000 for every hour the 772 Plane was chartered plus \$500 an hour in a "fuel adjustment" clause, for a total of \$5,500 an hour. TNMS, in turn, was responsible

for paying for fuel, crew member salaries, maintenance, repairs, taxes and hangar/parking fees, which normally were over \$4,000 per hour. *Id.*, ¶ 11.

Pegasus profited by receiving a 13.5% gross commission on all monies paid to TNMS, in addition to charging customers more than \$5,500 an hour for chartering the 772 Plane. Adam Victor has no knowledge of what Pegasus ultimately charges its customers. Pegasus would likely consider that pricing information to be a trade secret because the pricing fluctuates wildly depending on demand, destination and availability. For instance, chartering a private aircraft to the Super Bowl or a last minute flight to a secondary city would be considerably more expensive on an hourly basis than a charter from Los Angeles to New York booked in advance. However, no matter what the destination and timing of the charter, TNMS received the same contracted rate from Pegasus. *Id.*, ¶ 12.

Thus, the Complainant is wrong when he alleges simply that "Pegasus charged people who wanted to charter the planes [] \$5,000.00 per hour." MUR 7056, ¶ 41. TNMS never received \$5,000 an hour since first, the starting point was \$5,000 an hour plus the fuel adjustment. Then, Pegasus deducted 13.5% of the \$5,000 plus the fuel adjustment for itself, and then charged TNMS for fuel, crew member salaries, maintenance, repairs, taxes, and hangar/parking fees. As an example, our contract with Pegasus was modified in May of 2012 to eliminate fuel, so that TNMS only received \$2500 per hour, but was not responsible for fuel, because fuel alone was worth over \$2500 per hour. *Id.*, ¶ 13.

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Furthermore, while TNMS knows what Pegasus paid it, only Pegasus knows what its customers were charged. Complainant is concomitantly wrong in stating that the \$5,000 per hour charge was the "usual and normal charge," (MUR 7056, ¶ 41) since neither Complainant nor Adam Victor have knowledge of what Pegasus charged its customers. *Id.*, ¶ 14.

Adam Victor did not negotiate any contract to charter his 772 Plane to FHC, nor could he. Only a charter operator properly licensed and registered with the Federal Aviation Administration ("FAA") is permitted to charter private aircraft to anyone. Neither Adam Victor nor TNMS is a licensed charter operator. Pegasus, however, is a charter operator licensed with the FAA. *Id.*, ¶ 15.

While Pegasus was eager to know whether it should hold my plane for a possible dry lease with FHC and thus asked me to push the campaign for an answer (which I did through Garry Coulter), Pegasus negotiated the air charter contract with FHC; not Adam Victor nor TNMS. Adam Victor does not have a copy of that contract, nor did he know at the time what Pegasus charged FHC. Mr. Victor only learned recently what Pegasus charged FHC through an unrelated litigation TNMS commenced against Pegasus in California state court for fraudulently billing for fuel, maintenance and crew salary, captioned Transnational Management Systems, LLC, et al. v. Pegasus Elite Aviation, Inc., et al., Case No. LC100724 (Spr. Ct. Ca. L.A. Co., N.W. Dist., Van Nuys Courthouse East). *Id.*, ¶ 16.

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Adam Victor still does not have a copy of the contract between Pegasus and FHC regarding the 772 Plane. Pegasus and Victor, however, agreed that Pegasus would TNMS a "dry lease" rate for the FHC lease at \$5,000 a day, in addition to paying TNMS \$2,000 in "landing fees" for every individual flight FHC used. With this "dry lease", TNMS would not be responsible for expenses like fuel, crew member salaries, taxes, and hangar/parking fees, for which it normally would be responsible. *Id.*, ¶ 17.

According to the "credit memo" received from Pegasus (enclosed), in which Pegasus accounted for the money it was paying TNMS, FHC leased the 772 Plane for seven days, and Pegasus paid TNMS a total of \$35,000 for those seven days (at \$5,000 per day). Pegasus also paid TNMS an additional \$50,000 in landing fees at \$2,000 per flight for 25 flights taken in those seven days. The only expense TNMS was responsible for was the 13.5% it paid to Pegasus on all flights. So Pegasus took its 13.5% fee from the \$85,000, and paid TNMS a total of \$73,525 for one week of FHC using the 772 Plane. *Id.*, ¶ 18. This was a "very rich and lucrative contract and would be interpreted by industry professionals as an excessive dry lease rate." Kellie McDaniel Declaration, ¶ 8.

Subsequently, through documents obtained in litigation with Pegasus, it is apparent that Pegasus billed FHC a total of \$256,021.68 for 14 days of using the 772 Plane. See enclosed Pegasus Invoices to FHC. Thus, not only did TNMS obtain a windfall from FHC, but Pegasus obtained an even bigger windfall. Without explanation, Pegasus only paid TNMS for seven days, billed FHC for 30

flights but only paid TNMS for 25. But those issues are among the many billing issues being litigated between TNMS and Pegasus in California. *Id.*, ¶ 19.

Furthermore, TNMS records demonstrate that for an 18-month period, from November 2010 through April 2012, TNMS received payments from Pegasus totaling \$1,244,557.48, which is an average of \$69,142.08 per month in revenue generated by the 772 Plane, which was more than quadruple what TNMS averaged receiving in a seven-day period. See enclosed spreadsheet, column L. *Id.*, ¶ 20.

Argument

1. TNMS received revenue from Pegasus from its lease of TNMS' plane to FHC under terms that, far from being an in-kind contribution to FHC, was a windfall to TNMS.

The value of commercial travel to campaign travelers is governed by 11 C.F.R. § 100.52(a) and (d). § 100.93(a)(2). Subsection (d)(1) provides that if "goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee." The "*usual and normal* charge for goods means the price of those goods in the market from which they ordinarily would have been purchased at the time of the contribution[.]" § 100.52(d)(2).

Without being redundant with the facts, it is clear that FHC "paid through the nose" to Pegasus for the use of the TNMS aircraft, while TNMS, in turn, fared far better than it usually did. \$73,525 in pure profit over seven days - a "very rich

and lucrative contract" (McDaniel Decl. ¶ 8) for TNMS - was more than four times the usual revenue; it could not possibly be an in-kind contribution to FHC. Complainant is apparently more adept as stealing documents than interpreting them.

2. Complainant's allegations of reimbursed contributions are speculative. Each individual respondent attests that the alleged reimbursement payments to them were either for business or personal purposes, or never occurred.

Complaints "not based upon personal knowledge must identify a source of information that reasonably gives rise to a belief in the truth of the allegations presented." MUR 4960 Statement of Reasons of Commissioners David Mason, Karl Sandstrom, Bradley Smith and Scott Thomas in MUR 4960. "[P]urely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the FECA has occurred." MUR 6056 Statement of Reasons of Commissioners Matthew Peterson, Caroline Hunter, and Donald McGahn at 6 n.12 (quoting MUR 5467, First General Counsel's Report, 5). A "complaint may be dismissed if it consists of factual allegations that are refuted with sufficiently compelling evidence provided in the response to the complaint." MUR 4960 SOR.

Complainant's speculation regarding reimbursed contributions is just that. And the four disbursements that he specifically identifies as contribution reimbursements are refuted by the individual respondents. First Adam Victor attests that his disbursements to the individual respondents - to the extent he

made any - were for personal or strictly business purposes, including assisting employees with their IRAs. Second, each respondent who is identified as having been reimbursed with a specific check refutes these allegations with sworn testimony.

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Randall Harris states that at the time of the contributions identified in paragraph 34 of the complaint, he was employed by the Mingo County (W. VA) Redevelopment Authority (MCRA), which assigned him to help get the TGDS product fructified. TGDS paid for his travel expenses - either reimbursing the MCRA or him personally, depending on which credit card he used to incur travel expenses. Harris Declaration ¶ 2; e.g., enclosed check number 1313, dated April 2, 2012.

Furthermore, the payment and/or check referenced in paragraphs 36 and 38, i.e., the mistakenly-identified number 1252, which was actually number 1256 (see copy enclosed), was a reimbursement for travel expenses. Harris Declaration ¶ 3.

Marta Dani (formerly Grabowska) states that at the time of the contributions identified in paragraph 17 of the complaint she was POA's comptroller. While employed there, she decided to switch careers and go back to school to be an interior designer, for which Adam Victor initially paid for her studies. Dani Declaration ¶ 2.

The checks referenced in paragraph 22 were reimbursements for purchases she had made - utilizing her professional (interior designer) courtesy

discount - for furniture, lights, etc. for Adam Victor's home and office, and for a contribution to her IRA. See enclosed 2011 IRS Form 5498. Dani Declaration ¶ 3.

Finally, Nana Yoshioka states that at the time of the contributions identified in paragraph 25 of the MUR 7005 complaint, she was the POA technical coordinator and Adam Victor's personal assistant. Yoshioka Declaration ¶ 2.

The checks referenced in paragraph 30 of the complaint (including the mistakenly-identified number 1139, which was actually number 1439, see copies enclosed) were reimbursements for extensive dental expenses (##132 and 1217, which Adam Victor had agreed to cover) and for a contribution to my IRA (#1439), which I opened and have funded since the 2005 tax year with annual contributions of \$2,000 and eventually \$2,500, including my 2011 contribution (see enclosed Fidelity Investments statement).

The allegations against the remaining respondents reference no specific disbursements. Moreover, each of these respondents refutes Complainant's allegations. Such speculative charges, especially when accompanied by a direct refutation, as is the case here, do not form an adequate basis to find reason to believe that a violation of the FECA has occurred. See MUR 6056 Statement of Reasons.

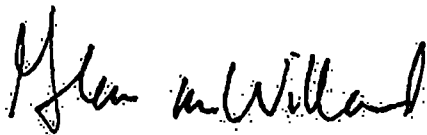
CONCLUSION

The Complainant has a context that is larger than the Complaint and not worth revisiting. The Commission should not get misled by the tabloid

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allegations in the background but focus on the sworn refutations. Thus it should find no reason to believe a violation occurred.

Sincerely,



Glenn M. Willard
SQUIRE PATTON BOOGS (US) LLP
2550 M Street, N.W.
Washington, DC 20037
P: (202) 457-6000
F: (202) 457-6315

FEDERAL ELECTION COMMISSION

MURs 7005 & 7056

Declaration

ADAM VICTOR states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaints in these matters and I make this declaration upon personal knowledge.

2. I completely own and control all Victor Entity-Respondents (i.e., TransGas Development Systems, LLC, Gas Alternative Systems, Inc., Project Orange Associates, LLC, Adam Victor and Sons Stables, Adam Victor Grantor Trust and Transnational Management Systems II, LLC ("TNMS")).

Background of the Complaint and Complainant, Tyler Erdman

3. The complaints are embedded within a much larger context. I have known the complainant, Tyler Erdman, since he was a teenager, when I treated him as though he were my own son. For years, he occasionally performed IT services for me and my companies.

4. That all changed several years ago when I refused to let him date my daughter. Since then, he broke into my apartment, hacked my computer and copied thousands of files and emails from my computer without permission. We have been battling in New York state court for almost two years concerning his theft of my computer files in an action captioned Victor, et al. v. Khatskevich, et al., Index No. 158981/2014 (Sup. Ct. N.Y. Co., Hagler, J.).

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5. Mr. Erdman has been harassing me every step of the way, including physically stalking me, hacking my phone, sending anonymous letters to persons in the building I live in (where I am the condominium board president) defaming me, cold calling various media outlets to attempt to garner negative press attention, posting vaguely threatening tweets directed at me on his public Twitter account, and conferring with, and assisting my, adversaries in an unrelated business litigation, including a suit between TNMS and Pegasus (*see* para. 16).

General Response Regarding Allegations

6. I organized a fundraising event in New York City for *Manchin for West Virginia* at about the time of the March 29, 2011 contributions referenced in the MUR 7005 complaint, and later solicited contributions to *Friends of Herman Cain* ("FHC").

7. Because the facts in question occurred five years ago, I checked my records to refresh my memory. To the best of my knowledge, I did not provide a below-market use of my aircraft to FHC, and the payments and/or checks alleged in the complaints as being reimbursements for the identified contributions were, with respect to Marta Dani, Nana Yoshioka and Gary Coulter, as stated in their declarations - strictly for business, employee IRA contributions or personal purposes, or with respect to the remaining individual respondents, as stated in their declarations - were not made at all.

Specific Response Concerning the Use of Private Aircraft by FHC

8. The allegation in the MUR 7056 complaint that I made an in-kind contribution by leasing a private aircraft to FHC at a below-market rate is not true. In fact, I made more than *four times* the amount of money leasing my aircraft to FHC than I

would have made leasing it in my ordinary course of business.

9. I own an aircraft known as the "772 Plane" through my wholly-controlled entity, respondent TNMS, for which I am the only member.

10. TNMS contracted with Pegasus Elite Aviation (<http://www.pegjet.com>) ("Pegasus"), which is in the business of providing private aircraft charters to individuals and businesses.

11. The contract between Pegasus and TNMS provides the terms under which Pegasus would charter the 772 Plane as part of Pegasus's charter aircraft fleet. When Pegasus chartered the 772 Plane, Pegasus normally paid TNMS \$5,000 for every hour the 772 Plane was chartered plus \$500 an hour in a "fuel adjustment" clause, for a total of \$5,500 an hour. TNMS was responsible for paying for fuel, crew member salaries, maintenance, repairs, taxes, and hangar/parking fees, which normally were over \$4,000 per hour.

12. Pegasus profited by receiving a 13.5% gross commission on all monies paid to TNMS, in addition to charging customers more than \$5,500 an hour for chartering the 772 Plane. Critically, I have no knowledge about what Pegasus ultimately charged its customers. Pegasus would likely consider that pricing and customer information to be a trade secret because the pricing fluctuates wildly depending on demand, destination and availability. For instance, chartering a private aircraft to the Super Bowl or a last minute flight to a secondary city would be considerably more expensive on an hourly basis than a charter from Los Angeles to New York booked in advance. However, no matter the destination and time of the

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charter, TNMS received the same contracted rate from Pegasus.

13. Thus, the Complainant is wrong when he alleges simply that "Pegasus charged people who wanted to charter the planes [] \$5,000.00 per hour." MUR 7056, ¶ 41. TNMS never received \$5,000 an hour since first, the starting point was to be \$5,000 an hour plus the fuel adjustment. Then, Pegasus deducted 13.5% of the \$5,000 plus the fuel adjustment for itself, and then charged TNMS for fuel, crew member salaries, maintenance, repairs, taxes, and hangar/parking fees. As an example, our contract with Pegasus was modified in May of 2012 to eliminate fuel, so that TNMS only received \$2500 per hour, but was not responsible for fuel, because fuel alone was worth over \$2500 per hour.

14. Furthermore, while TNMS knows what Pegasus paid it, only Pegasus knows what its customers were charged. Complainant is concomitantly wrong in stating that the \$5,000 per hour charge was the "usual and normal charge," (MUR 7056, ¶ 41) since neither Complainant nor I have knowledge of what Pegasus charged its customers.

15. I did not negotiate any contract to charter my 772 Plane to FHC, nor could I. Only a charter operator properly licensed and registered with the Federal Aviation Administration ("FAA") is permitted to charter private aircraft to anyone. Neither I nor TNMS is a licensed charter operator. However, Pegasus is a charter operator licensed with the FAA.

16. While Pegasus was eager to know whether it should hold my plane for a possible dry lease with FHC and thus asked me to push the campaign for an answer

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(which I did through Garry Coulter), Pegasus negotiated the air charter contract with FHC; not me nor TNMS. I do not have a copy of that contract, nor did I know what Pegasus ultimately charged FHC. I only learned recently what Pegasus charged FHC through an unrelated litigation TNMS commenced against Pegasus in California state court for fraudulently billing for fuel, maintenance and crew salary. Transnational Management Systems, LLC, et al. v. Pegasus Elite Aviation, Inc., et al., Case No. LC100724 (Spr. Ct. Ca. L.A. Co., N.W. Dist., Van Nuys Courthouse East).

17. I still do not have a copy of the contract between Pegasus and FHC regarding the 772 Plane. Pegasus and I, however, agreed that Pegasus would pay TNMS a "dry lease" rate for the FHC lease at \$5,000 per day, in addition to paying me \$2,000 in "landing fees" for every individual landing FHC made. With this "dry lease", TNMS would *not* be responsible for expenses like fuel for which it normally would be responsible and received \$2000 per landing to cover maintenance costs, which it otherwise would not receive. Not only did TNMS receive \$73,525 for one week, but TNMS did not have to pay for expenses like fuel.

18. According to the "credit memo" (enclosed) I received from Pegasus, in which Pegasus accounted for the money it was paying TNMS, FHC leased the 772 Plane for seven days, and Pegasus paid TNMS a total of \$35,000 for those seven days (at \$5,000 per day). Pegasus also paid TNMS an additional \$50,000 in landing fees at \$2,000 per flight for 25 flights taken in those seven days. The only expense TNMS incurred was the 13.5% it paid to Pegasus on all flights. So Pegasus took its 13.5% fee from the \$85,000, and paid TNMS a total of \$73,525 for one week of FHC using the 772 Plane.

19. Subsequently, through documents obtained in litigation with Pegasus, it is clear that Pegasus billed FHC a total of \$256,021.68 for 14 days of using the 772 Plane. See enclosed Pegasus Invoices to FHC. Thus, not only did TNMS obtain a windfall from FHC, but Pegasus obtained an even bigger windfall from FHC.

20. My records demonstrate that for an 18-month period, from November 2010 through April 2012, TNMS received payments from Pegasus totaling \$1,244,557.48, which is an average of \$69,142.08 per month in revenue generated by the 772 Plane. See enclosed spreadsheet, column L.

21. For the FHC lease, I received a payment of \$73,525 for seven days of using the 772 Plane, which is approximately 400% more than I would have received in my usual course of business.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 1st 2016


ADAM VICTOR

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

RANDALL HARRIS states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in this matter and I make this declaration upon personal knowledge.
2. At the time of the contributions identified in paragraph 34 of the complaint, I was employed by the Mingo County (W. VA) Redevelopment Authority (MCRA), which assigned me to help get the TransGas Development Systems, LLC (TGDS) project fructified. TGDS paid for my travel expenses - either reimbursing the MCRA or me personally, depending on which credit card I used to incur travel expenses. *See, e.g.*, enclosed check number 1313, dated April 2, 2012.
3. The payment and/or check referenced in paragraphs 36 and 38, *i.e.*, the mistakenly-identified number 1252, which was actually number 1256 (see copy enclosed), was a reimbursement for travel expenses.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 7, 2016


RANDALL HARRIS

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TRANSGAS DEVELOPMENT SYSTEMS, LLO 130 WEST 11TH AVE. 100 NEW YORK, NY 10011		1313
DATE <u>4/2/12</u>		1/120400
PAY TO THE ORDER OF <u>Randall Harris</u>		\$ <u>5,000.00</u>
<u>Five thousand</u>		00/100 DOLLARS & 00/100
FOR <u>Advanced Travel Expenses</u>		<u>[Signature]</u>

04/05/12
1313
5,000.00

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

MARTA DANI (formerly Marta Grabowska), states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in the above-referenced matter and I make this declaration upon personal knowledge.
2. At the time of the contributions identified in paragraph 17 of the complaint,

was Project Orange Associates, LLC's controller. I am employed there as a

to a career-career and go back to school to be an interior designer, for a

company, as a for studies. I have been employed there since 2003.

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I have been employed there since 2003. I have been employed there since 2003.

AMERIPRISE TRUST COMPANY
10 AMERIPRISE FINANCIAL CENTER
MINNEAPOLIS, MN 55474-9900

MARTA GRABOWSKA
MARTA GRABOWSKA IRA
HOBOKEN, NJ 07030-6564

Form 5498-IRA Contribution Information		Statement date
2011		06/27/12
AMERIPRISE TRUST COMPANY		Account number
TRUSTEE/ISSUER'S federal identification number		PARTICIPANT'S social security no
Ameriprise Financial Services Inc. 1-800-862-7919		Plan ID
1. IRA contributions (other than amounts on lines 2-4, 8-10, 13a, 14a)	\$2,500.00	Copy 1 of Participant's Form 5498-IRA Contribution Information is being furnished to the Internal Revenue Service.
2. Rollover contributions	\$0.00	
3. Roth IRA conversion amount	\$0.00	
4. Reclassified contributions	\$0.00	
5. Fair market value of account	\$12,241	
6. Life insurance cost included on line 1		
7. Plan type	IRA	
8. SEP contributions	\$0.00	
9. SIMPLE contributions	\$0.00	
10. Other IRA contributions	\$0.00	
11. RMD required minimum distribution for 2012		
12. RMD date		
12b. RMD amount		
13. Rollover contribution		
14. Rollover contribution		
15. Code		

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

NANA YOSHIOKA states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in this matter and I make this declaration upon personal knowledge.

2. At the time of the contributions identified in paragraph 25 in the complaint, I was the Project Orange Associates, LLC technical coordinator and Adam Victor's personal assistant.

3. The checks referenced in paragraph 30 (including the mistakenly-identified number 1139, which was actually number 1439, see copies enclosed) were reimbursements for extensive dental expenses (##132 and 1217, which Adam Victor had agreed to cover) and for a contribution to my IRA (#1439), which I opened and have funded since the 2005 tax year with annual contributions of \$2,000 and eventually \$2,500, including my 2011 contribution (see enclosed *Fidelity Investments* statement).

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 21, 2016


NANA YOSHIOKA

1439

PROJECT ORANGE ASSOCIATES, LLC DIP
630 FIRST AVENUE
SUITE 300
NEW YORK, NY 10016

1-1357/280

DATE: April 5, 2011

PAY TO THE ORDER OF Nana Yoshida \$ 2,500.00

Two Thousand Five Hundred 00/100 DOLLARS

Signature
SIGNATURE: Nana Yoshida
Project Orange Group LLC
165 Fifth Avenue, 11th Floor
New York, NY 10011

FOR _____

Check #

Check #

⑆000201514⑆
1400000 09 >021000089<
000000000000 CITIBANK NA
789000 040811

Date: 04-11-2011 Account: Amount: \$2,500.00 Serial: 1439 Sequence: 163838800 TR
TranCode: 0 DbCr: D Pattern: 1 RIC: 0

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ADAM VICTOR 5 17 032611

11357/760

DATE Mar 23, 2011

PAY TO THE ORDER OF Nana Yeshicka \$ 5,000.00

Five Thousand 00/100 DOLLARS @

Squibb
111 Madison Avenue
 11th Floor
 New York, NY 10017

FOR _____

0000500000

0010265 03262011 0000000002943107 07 RSN 00

0210000000 8215 >0210000000
 BC OF MICHIGAN CITIBANK, NY
 1300 W. 14th St. 032611 2012432627
 3/23/11
 4170335372

Ad. Victor

Date: 03-30-2011 Account Amount: \$5,000.00 Serial: 132 Sequence: 162686390 TR TranCode: 0
 DbCr: D Pattern: 1 RIC: 0

1817

TRANSAS DEVELOPMENT SYSTEMS, L.L.O.
900 PARK AVE. SUITE 200
PORT WASHINGTON, NY 11050

PAY TO THE ORDER OF Massachusetts \$ 2,500.00

Trans-Atlantic Trans-Atlantic DOLLARS & CENTS

DATE Nov 9, 2011

FOR DEPOSIT ONLY
NOV 9 2011

11/17/11 1217 2,500.00



Envelope 903841500



NANA YOSHIOKA

BROOKLYN NY 11217-4418

Investment Report

September 1, 2012 - September 30, 2012

Online FAST(sm)-Automated Telephone Customer Service Fidelity.com 800-544-5555 800-544-6666

Fidelity Traditional IRA

NANA YOSHIOKA - TRADITIONAL IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

Account Summary

Beginning value as of Sep 1	\$17,078.97
Transaction costs, loads and fees	-50.00
Change in investment value	293.78
Ending value as of Sep 30	\$17,322.73

Income Summary

	This Period	Year to Date
Tax-deferred	\$19.82	\$157.39

Contributions/Distributions

	This Period	Year to Date
2011 Contributions	\$0.00	\$2,500.00

Account trades from Oct 2011 - Sep 2012

Holdings (Symbol) as of September 30, 2012

Core Account 100% of holdings

FIDC INSURED DEPOSIT AT BK OF AMERICA IRA

NOT COVERED BY SIPC (QPIUQ)

Interest Rate 0.01%

17,322.730

\$1,000

\$4,860.75

\$17,322.73

Customers are responsible for monitoring their total assets in the Program Date to determine the nature of a suitable FDIC insurance. Subject to the terms of the customer agreement, customers are reminded that funds are not in a Program Bank on the business day following the date that funds are credited to your account and used prior to a Program Date. Funds are covered by SIPC. For additional information, please see the FDIC-Insured Deposit Service Disclosure on Fidelity.com. The stated interest rate is the latest rate provided for Cash Balances in your FIDC Insured Deposit Sweep on the last day of the statement period.

Transaction Details

(for holdings with activity this period)

0001 120928 0001 903841500

04 18 000

Page 1 of 5

FEDERAL ELECTION COMMISSION

MURs 7005

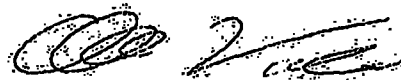
Declaration

ADAM VICTOR, JR., states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in the above-referenced matter and I make this declaration upon personal knowledge.
2. I am Adam Victor's son.
3. The unidentified payments and/or checks referenced in paragraphs 79 and 81 of the complaint were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 5⁺, 2016



ADAM VICTOR, JR.

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

ALEXIA VICTOR states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the Complaint in this matter and I make this declaration upon personal knowledge.
2. I am one of Adam Victor's daughters.
3. The unidentified payments and/or checks referenced in paragraphs 88 and 90 were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 2, 2016

Alexia Victor
ALEXIA VICTOR

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

ALIA VICTOR, states under the penalties of perjury, pursuant to 28 U.S.C. § 1746,
as true and correct, the following:

1. I am one of the individual persons identified in the complaint in this action and I make this declaration upon personal knowledge.
2. I am one of Adam Victor's daughters.
3. The unidentified payments and/or checks referenced in paragraphs 97 and 99 were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June __, 2016



ALIA VICTOR

00434276

539688v.2

C:\Users\gwllard\Documents\FEC Matters\Adam Victor - MUR
7005\Alia Victor Declaration.docx

17044424027

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

JO-AYLA VICTOR, states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in the above-referenced matter and I make this declaration upon personal knowledge.
2. I am one of Adam Victor's daughters.
3. The unidentified payments and/or checks referenced in paragraphs 106 and 108 of the complaint were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June __, 2016


JO-AYLA VICTOR

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

GARRY COULTER, states under the penalties of perjury, pursuant to 28 U.S.C.

§ 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaints in these matters and I make this declaration upon personal knowledge.
2. At the time of the contributions identified in paragraph 41, I was a consultant to TransGas Development Systems, LLC in order to establish a captive insurance company and obtain financing.
3. The unidentified payments and/or checks referenced in paragraphs 44 and 46 were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 7, 2016



GARRY COULTER

FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

NOEL DALEY states under the penalties of perjury, pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in this matter and I make this declaration upon personal knowledge.
2. At the time of the contributions identified in paragraph 50 of the complaint, I was a harness racing horse trainer for Adam Victor's horses, who paid me for stable training fees, and reimbursements and commissions for horse sales and purchases.
3. The unidentified payments and/or checks referenced in paragraphs 52 and 54 were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 30 2016



NOEL DALEY

FEDERAL ELECTION COMMISSION

MUR 7056

Declaration

KELLIE MCDANIEL states under the penalties of perjury, pursuant to 28 U.S.C.

§ 1746, as true and correct, the following:

1. I am over the age of 18 and qualified to make this declaration. I am a resident of the State of Florida and make this affidavit based on my own professional knowledge.
2. I have no direct or indirect interest in the outcome of this case for which I am offering observations, analysis, opinions and testimony.
3. I am a Certified Senior Aircraft Appraiser certified by the National Aircraft Appraisers Association (NAAA), and endorsed by the Uniform Standards of Professional Appraisal Practice (USPAP).
<http://www.kelliemcdaniel.com/home.html>.
4. My career in private aviation spans 20 years. I attended Embry-Riddle Aeronautical University majoring in professional aeronautics and completed the A&P Certification program. My experience in private aviation includes aircraft operations, sales and leasing. Additionally, I have in-depth knowledge of aircraft management, working with charter operators, negotiating and securing lease contracts and determining aircraft values in support of aircraft leasing. I have the knowledge and experience to determine the standard market rate for aircraft leases and to distinguish the differences in types of aircraft leasing.
5. Under FAA regulations, the aircraft owner must relinquish operational control of the aircraft to the management company or charter operator. Consequently, the owner has no "say" in the terms and conditions of the contracts the operator chooses to accept.
6. I have examined related flight logs, a credit memo and invoices for a dry lease period from November 4, 2011 through December 9, 2011, which involved Pegasus Elite Aviation - a private aircraft charter company, Transnational Managements Systems II, LLC (TNMS) - the aircraft owner, and *Friends of Herman Cain (FHC)* - the lessee.

7. Aircraft dry lease rates are typically calculated by multiplying 1-1.5% times the aircraft value to determine a monthly lease amount. In my experience negotiating and securing aircraft dry leases, the rate has always been within the same 1-1.5% industry standard.
8. Compensation to TNMS was based on seven days at \$5,000 per day and 25 landings at \$2,000 per landing for a combined total of \$85,000. TNMS received dry lease revenue averaging \$12,142 per day. These amounts far exceed any dry lease rate I have encountered for the same or similar aircraft during the time period of the lease. This appears to be a very rich and lucrative contract and would be interpreted by industry professionals as an excessive dry lease rate. The lessee could have negotiated a better deal on a different aircraft at that time.

I declare, verify and state under penalty of perjury that the foregoing is true and correct.

Kellie McDaniel

Kellie McDaniel

Date: June 6, 2016

Pegasus Elite Aviation, Inc7943 Woodley Ave
Van Nuys, CA 91406**Credit Memo**

Date	Credit No.
11/30/2011	9517

Customer
Transnational Management Systems II, LLC 630 1st Ave Apt 30C New York, NY 10016

RECEIVED

Aircraft Reg		Description		
N772AV		Aircraft Charter November		
Description	Flight Hours	Amount	Rate/Qty	Total
Aircraft Lease Gulfstream IV VNY-TEB 11/3-4	5.8	-33,350	0.865	-28,847.75
Aircraft Lease Gulfstream IV TEB-EHRD 11/8-10	11.2	-45,000	0.865	-38,925.00
Aircraft Lease Gulfstream IV BHD-EWR 11/12	7.9	-45,425	0.865	-39,292.63
Aircraft Lease Gulfstream IV TEB-LFPB 11/23-24	7	-40,250	0.865	-34,816.25
Aircraft Lease Gulfstream IV Herman Cain	7 Days	-35,000	0.865	-30,275.00
Aircraft Lease Gulfstream IV Hermain Cain	25 Landings	-50,000	0.865	-43,250.00
Aircraft Lease Gulfstream IV Profit from outside aircraft	1	-53,700	0.865	-46,450.50
		Total		-\$261,857.13
		Invoices		-\$261,857.13
		Balance Credit		\$0.00

1704444071



Pegasus Elite Aviation, Inc

7943 Woodley Ave
Van Nuys, CA 91406

Invoice

Date	Invoice #
11/14/2011	1787

Bill To

Friends of Herman Cain
P.O. Box 2158
Stockbridge, GA 30281

Aircraft Reg

N772AV

Terms

Due on receipt

Itinerary

Tour #1

Description	Qty.	Rate	Amount
Aircraft Lease Gulfstream IV Daily Rate	10	5,000.00	50,000.00
Aircraft Fuel Purchased	15,565	5.23	81,404.95
Landing Fee	18	2,000.00	36,000.00
Overnight Charges	9	1,800.00	16,200.00
Flight Attendant Charges	10	425.00	4,250.00
Airport Fees	18	308.00	5,400.00
Aircraft Catering Charges - EWR	1	196.11	196.11
Aircraft Catering Charges - MKE	1	230.30	230.30
Aircraft Catering Charges - GRB	1	267.37	267.37
Aircraft Catering Charges - GRB - Alcohol	1	275.33	275.33
Aircraft Catering Charges - OPF	1	297.72	297.72
Aircraft Catering Charges - OPF - Alcohol	1	58.84	58.84
Aircraft Catering Charges - 4A7	1	12.58	12.58
Aircraft Catering Charges - IKV	1	225.61	225.61
Aircraft Catering Charges - TEB	1	119.88	119.88
Aircraft Catering Charges - JAX	1	248.39	248.39
Aircraft Catering Charges - 4A7	1	164.85	164.85
Catering Estimate was \$1500, Total Catering Charges \$2397.00, Addtl Amount Due \$596.98			

We thank you for your business.

This invoice is due as to the agreed terms of your contract.

Any balances past due are subject to be collected on your credit card on file with an additional 5% admin fee and/or 1.5% per month interest charge.

Total \$195,351.93

Payments/Credits -\$195,351.93

Balance Due \$0.00

170444240000



Pegasus Elite Aviation, Inc

7943 Woodley Ave
Van Nuys, CA 91406

Invoice

Date	Invoice #
11/21/2011	1787A

Bill To

Friends of Herman Cain
P.O. Box 2158
Stockbridge, GA 30281

Aircraft Reg

N772AV

Terms

Due on receipt

Itinerary

Tour #1 Additions

Description	Qty	Rate	Amount
***Additional Billing for Tour Schedule #1 Additional Legs Added			
Additional Landing Fees Legs Added	12	2,000.00	24,000.00
Flight Phone Charges / Internet Charges	90.2	10.25	924.55
Airport Fees	12	400.00	4,800.00
Aircraft Fuel for Additional Legs	5,720	5.41	30,945.20

We thank you for your business.

This invoice is due as to the agreed terms of your contract.

Any balances past due are subject to be collected on your credit card on file with an additional 5% admin fee and/or 1.5% per month interest charge.

Total \$60,669.75

Payments/Credits -\$60,669.75

Balance Due \$0.00

11/21/2011 11:04:40 AM



Pegasus Elite Aviation, Inc

7943 Woodley Ave
Van Nuys, CA 91406

Invoice

Date	Invoice #
12/3/2011	1834

Bill To

Friends of Herman Cain
P.O. Box 2158
Stockbridge, GA 30281

Aircraft Reg

N771AY

Terms

Due on receipt

Itinerary

Tour #3

Description	Qty	Rate	Amount
Aircraft Lease Gulfstream IV Daily Rate	4	5,000.00	20,000.00
Aircraft Lease Landing Fees	8	2,000.00	16,000.00
Flight Attendant Charges	4	425.00	1,700.00
Airport Fees	8	400.00	3,200.00
Aircraft Fuel Estimate	7,150	5.20	37,180.00
Aircraft Catering Charges - Red Lobster (Trip # 1834)	1	48.74	48.74
Aircraft Catering Charges - TEB (Trip # 1844)	1	94.47	94.47
Catering Estimate was \$1500. Total Catering Charges for Trip # 1834 \$48.74 and Trip # 1844 \$94.47. Credit Amount of <\$1451.26> Can be Applied to Inv. 1787 for addtl amount of \$596.98. Inv. 1799 for addtl amount of \$719.69. Balance of all Catering Estimates left <\$401.12>			
Trips 1834/1844 billed together			

We thank you for your business.

This invoice is due as to the agreed terms of your contract.

Any balances past due are subject to be collected on your credit card on file with an additional 5% admin fee and/or 1.5% per month interest charge.

Total **\$78,223.21**

Payments/Credits **-\$78,223.21**

Balance Due **\$0.00**

1704442403

YEAR	MONTH	AV #	PEA #	INV/CM #	Detailed Fuel (Gallons)	Detailed Flight Hours	Revenue (Hours)	Total Fuel (gallons)	Total HOURS	Deposit Amount
2010	November	AV000485		9261	1,500.00	3.68	0.0			
2010	November	AV000485		9261	4,021.00	3.73	0.0			
2010	November	AV000485		9261	1,000.00		0.0			
2010	November	AV000485		9261	600.00		0.0			
2010	November	AV000485		9261	-	-	0.0	27,120.00	5.37	
2010	November	AV000486		9262	-	-	5.1	28,050.00		
2010	November	AV000486		9262	-	-	5.0	25,000.00		
2010	November	AV000486		9262	-	-	1.5	8,250.00		
2010	November	AV000486		9262	-	-	0.0	31,200.00		
2010	December	AV000511		9270	-	-	4.4	24,200.00	Average Revenue 25,284.48	
2010	December	AV000511		9270	-	-	4.8	26,400.00		
2010	December	AV000511		9270	-	-	2.5	13,750.00		
2010	December	AV000511		9270	-	-	14.7	73,500.00		
2010	December	AV000511		9270	-	-	8.8	44,000.00		
2010	December	AV000511		9270	-	-	8.8	48,400.00		
2010	December	AV000511		9270	-	-	15.1	83,050.00		
2010	December	AV000511		9270	-	-	4.5	24,750.00		
2010	December	AV000511		9270	-	-	1.7	9,350.00		
2010	December	AV000511		9270	-	-	4.5	34,750.00		
2010	December	AV000511		9270	-	-	10.1	55,550.00		
2010	December	AV000511		9270	-	-	2.6	14,300.00		
2010	December	AV000511		9270	-	-	8.1	44,550.00		
2010	December	AV000511		9270	-	-	0.0	49,550.00	Average Revenue 54,806.63	
2010	December	AV000507		9269	2,250.00	3.72	0.0			
2010	December	AV000507		9269	2,800.00	3.73	0.0			
2010	December	AV000507		9269	441.00		0.0			
2010	December	AV000507		9269	2,330.00	3.73	0.0			
2010	December	AV000507		9269	1,000.00		0.0			

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2010	December	AV000507		9269	2,000.00		0.0				
2010	December	AV000507		9269	1,360.00	3.95	0.0				
2010	December	AV000507		9269	2,801.00		0.0				
2010	December	AV000507		9269	1,700.00		0.0				
2010	December	AV000507		9269	2,170.00		0.0				
2010	December	AV000507		9269	3,399.00	2.98	0.0				
2010	December	AV000507		9269	3,792.00		0.0				
2010	December	AV000507		9269	1,110.00		0.0				
2010	December	AV000507		9269	2,035.00	3.33	0.0				
2010	December	AV000507		9269	3,630.00	3.18	0.0				
2010	December	AV000507		9269	3,092.00	3.58	0.0				
2010	December	AV000507		9269	2,001.00		0.0				
2010	December	AV000507		9269	351.00		0.0				
2010	December	AV000507		9269	2,450.00	3.81	0.0				
2010	December	AV000507		9269	2,350.00		0.0				
2010	December	AV000507		9269	2,299.00	3.33	0.0				
2010	December	AV000507		9269	3,477.00	3.18	0.0				
2010	December	AV000507		9269	1,268.00	3.58	0.0				
2010	December	AV000507		9269	2,598.00	3.68	0.0				
2010	December	AV000507		9269	3,061.00		0.0				
2010	December	AV000507		9269	-		0.0	2,557,755.00			
2011	January	AV001566		9283	3,801.00		0.0				
2011	January	AV001566		9283	2,501.00	3.87	0.0				
2011	January	AV001566		9283	3,656.00	3.74	0.0				
2011	January	AV001566		9283	1,380.00		0.0				
2011	January	AV001566		9283	2,750.00	3.74	0.0				
2011	January	AV001566		9283	800.00		0.0				
2011	January	AV001566		9283	2,952.00	3.81	0.0				
2011	January	AV001566		9283	2,500.00		0.0				
2011	January	AV001566		9283	2,600.00	3.86	0.0				
2011	January	AV001566		9283	3,895.00	3.73	0.0				
2011	January	AV001566		9283	1,193.00	3.18	0.0				
2011	January	AV001566		9283	3,440.00	3.28	0.0				

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2011	January	AV001566		9283	3,200.00	3.86	0.0				
2011	January	AV001566		9283	1,900.00	3.74	0.0				
2011	January	AV001566		9283	2,950.00	3.74	0.0				
2011	January	AV001566		9283	200.00		0.0				
2011	January	AV001566		9283	2,000.00	3.89	0.0				
2011	January	AV001566		9283	-	-	0.0		241,718.00		
2011	January	AV001565		9284	-	-	7.2	36,000.00			
2011	January	AV001565		9284	-	-	5.3	26,500.00			
2011	January	AV001565		9284	-	-	7.7	38,500.00			
2011	January	AV001565		9284	-	-	5.0	27,500.00			
2011	January	AV001565		9284	-	-	4.5	22,500.00			
2011	January	AV001565		9284	-	-	28.0	140,000.00			
2011	January	AV001565		9284	-	-	3.2	17,600.00			
2011	January	AV001565		9284	-	-	3.2	17,600.00			
2011	January	AV001565		9284	-	-	0.0	3,628.00			
2011	February	AV001581		9312	3,255.00		0.0		Average: 5,088.9		
2011	February	AV001581		9312	2,864.00		0.0				
2011	February	AV001581		9312	971.00		0.0				
2011	February	AV001581		9312	1,849.00		0.0				
2011	February	AV001581		9312	646.00		0.0				
2011	February	AV001581		9312	2,140.00	3.23	0.0				
2011	February	AV001581		9312	3,699.00		0.0				
2011	February	AV001581		9312	1,740.00		0.0				
2011	February	AV001581		9312	2,800.00	3.78	0.0				
2011	February	AV001581		9312	350.00		0.0				
2011	February	AV001581		9312	1,000.00		0.0				
2011	February	AV001581		9312	2,922.00		0.0				
2011	February	AV001581		9312	1,672.00		0.0				
2011	February	AV001581		9312	2,378.00	3.81	0.0				
2011	February	AV001581		9312	2,500.00		0.0				
2011	February	AV001581		9312	-	-	0.0		230,746.00		
2011	February	AV001591		9311	-	-	40.0	200,000.00			

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2011	February	AV001591		9311	-	-	11.8	59,000.00			
2011	February	AV001591		9311	-	-	9.1	50,050.00			
2011	February	AV001591		9311	-	-	0.0	209,050.00			
2011	March	AV001601		9332	-	-	18.3	100,650.00	Average Revenue	5,074.71	
2011	March	AV001601		9332	-	-	2.8	16,100.00			
2011	March	AV001601		9332	-	-	6.8	39,100.00			
2011	March	AV001601		9332	-	-	4.5	25,875.00			
2011	March	AV001601		9332	-	-	10.2	51,000.00			
2011	March	AV001601		9332	-	-	36.7	211,025.00			
2011	March	AV001601		9332	-	-	0.0	211,025.00			
2011	March	AV001602		9333	2,824.00		0.0		Average Revenue	5,595.84	
2011	March	AV001602		9333	3,766.00	3.33	0.0				
2011	March	AV001602		9333	693.00		0.0				
2011	March	AV001602		9333	500.00		0.0				
2011	March	AV001602		9333	3,000.00		0.0				
2011	March	AV001602		9333	1,697.00		0.0				
2011	March	AV001602		9333	500.00		0.0				
2011	March	AV001602		9333	1,000.00		0.0				
2011	March	AV001602		9333	2,817.00		0.0				
2011	March	AV001602		9333	1,501.00		0.0				
2011	March	AV001602		9333	2,850.00		0.0				
2011	March	AV001602		9333	2,269.00		0.0				
2011	March	AV001602		9333	1,321.00	3.69	0.0				
2011	March	AV001602		9333	3,187.00	3.69	0.0				
2011	March	AV001602		9333	3,506.00	3.69	0.0				
2011	March	AV001602		9333	3,823.00		0.0				
2011	March	AV001602		9333	3,693.00		0.0				
2011	March	AV001602		9333	750.00		0.0				
2011	March	AV001602		9333	2,492.00		0.0				
2011	March	AV001602		9333	1,074.00		0.0				
2011	March	AV001602		9333	-	-	0.0		13,263.00	32,253.60	

1704424042

2011	April		PEA0008	9354	-	-	1.4	8,050.00			
2011	April		PEA0008	9354	-	-	5.4	31,050.00			
2011	April		PEA0008	9354	-	-	7.5	43,125.00			
2011	April		PEA0008	9354	-	-	5.1	29,325.00			
2011	April		PEA0008	9354	-	-	6.9	39,675.00			
2011	April		PEA0008	9354	-	-	2.3	13,225.00			
2011	April		PEA0008	9354	-	-	1.9	10,925.00			
2011	April		PEA0008	9354	-	-	25.2	144,900.00			
2011	April		PEA0008	9354	-	-	0.0	0.00			
2011	April		PEA0008	9353	1,000.00		0.0		Average Revenue	5,750.00	
2011	April		PEA0008	9353	1,000.00		0.0				
2011	April		PEA0008	9353	3,000.00		0.0				
2011	April		PEA0008	9353	2,550.00		0.0				
2011	April		PEA0008	9353	1,000.00		0.0				
2011	April		PEA0008	9353	800.00		0.0				
2011	April		PEA0008	9353	1,000.00		0.0				
2011	April		PEA0008	9353	2,201.00		0.0				
2011	April		PEA0008	9353	400.00		0.0				
2011	April		PEA0008	9353	1,950.00		0.0				
2011	April		PEA0008	9353	2,858.00		0.0				
2011	April		PEA0008	9353	1,600.00		0.0				
2011	April		PEA0008	9353	2,200.00		0.0				
2011	April		PEA0008	9353	450.00		0.0				
2011	April		PEA0008	9353	1,502.00		0.0				
2011	April		PEA0008	9353	-	-	0.0		5,750.00		
2011	May	AV001611		9375	3,560.00		0.0				
2011	May	AV001611		9375	2,298.00		0.0				
2011	May	AV001611		9375	735.00		0.0				
2011	May	AV001611		9375	2,536.00		0.0				
2011	May	AV001611		9375	834.00		0.0				
2011	May	AV001611		9375	1,965.00		0.0				
2011	May	AV001611		9375	1,931.00		0.0				

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2011	May	AV001611		9375	382.00		0.0				
2011	May	AV001611		9375	3,791.00		0.0				
2011	May	AV001611		9375	2,228.00		0.0				
2011	May	AV001611		9375	2,301.00		0.0				
2011	May	AV001611		9375	-	-	0.0		22,561.00		
2011	May	AV001606		9376	-	-	17.5	100,625.00			
2011	May	AV001606		9376	-	-	4.6	26,450.00			
2011	May	AV001606		9376	-	-	4.9	29,325.00			
2011	May	AV001606		9376	-	-	2.0	11,500.00			
2011	May	AV001606		9376	-	-	5.5	31,625.00			
2011	May	AV001606		9376	-	-	4.2	24,150.00			
2011	May	AV001606		9376	-	-	4.9	28,175.00			
2011	May	AV001606		9376	-	-	0.0				
2011	June	AV001613		9179	2,350.00		0.0				
2011	June	AV001613		9179	3,451.00		0.0				
2011	June	AV001613		9179	1,350.00		0.0				
2011	June	AV001613		9179	1,400.00		0.0				
2011	June	AV001613		9179	1,650.00		0.0				
2011	June	AV001613		9179	2,691.00		0.0				
2011	June	AV001613		9179	2,092.00		0.0				
2011	June	AV001613		9179	80.00		0.0				
2011	June	AV001613		9179	3,564.00		0.0				
2011	June	AV001613		9179	1,500.00		0.0				
2011	June	AV001613		9179	3,755.00		0.0				
2011	June	AV001613		9179	2,274.00		0.0				
2011	June	AV001613		9179	317.00		0.0				
2011	June	AV001613		9179	1,070.00		0.0				
2011	June	AV001613		9179	3,593.00		0.0				
2011	June	AV001613		9179	1,400.00		0.0				
2011	June	AV001613		9179	3,786.00		0.0				
2011	June	AV001613		9179	-	-	0.0				
2011	June	AV001612		9389	-	-	2.8	16,100.00			

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2011	June	AV001612		9389	-	-	3.8	21,850.00			
2011	June	AV001612		9389	-	-	8.5	48,875.00			
2011	June	AV001612		9389	-	-	13.0	74,750.00			
2011	June	AV001612		9389	-	-	21.4	123,050.00			
2011	June	AV001612		9389	-	-	11.0	63,250.00			
2011	June	AV001612		9389	-	-	0.0				
2011	July	AV001649		9399	500.00		0.0		Average Revenue	5,750.00	
2011	July	AV001649		9399	2,380.00	3.74	0.0				
2011	July	AV001649		9399	2,288.00	3.84	0.0				
2011	July	AV001649		9399	1,347.00	3.84	0.0				
2011	July	AV001649		9399	2,875.00	3.74	0.0				
2011	July	AV001649		9399	580.00		0.0				
2011	July	AV001649		9399	2,808.00		0.0				
2011	July	AV001649		9399	601.00		0.0				
2011	July	AV001649		9399	2,280.00		0.0				
2011	July	AV001649		9399	2,700.00		0.0				
2011	July	AV001649		9399	550.00		0.0				
2011	July	AV001649		9399	3,257.00		0.0				
2011	July	AV001649		9399	3,011.00		0.0				
2011	July	AV001663		9399	2,650.00		0.0				
2011	July	AV001663		9399	1,100.00		0.0				
2011	July	AV001663		9399	600.00		0.0				
2011	July	AV001663		9399	3,361.00		0.0				
2011	July	AV001663		9399	2,200.00		0.0				
2011	July	AV001663		9399	2,245.00		0.0				
2011	July	AV001663		9399	3,374.00		0.0				
2011	July	AV000550		9403	-	-	30.0	174,225.00			
2011	July	AV000550		9403	-	-	9.0	51,750.00			
2011	July	AV001662		9403	-	-	39.8	228,850.00			
2011	July	AV001662		9403	-	-	0.0				
2011	August	AV001668		9426	1,754.00		0.0		Average Revenue	5,771.89	

11/04/2011

2011	August	AV001668		9426	3,461.00		0.0				
2011	August	AV001668		9426	400.00		0.0				
2011	August	AV001668		9426	200.00		0.0				
2011	August	AV001668		9426	3,570.00		0.0				
2011	August	AV001668		9426	2,400.00		0.0				
2011	August	AV001668		9426	3,516.00		0.0				
2011	August	AV001668		9426	2,371.00	3.93	0.0				
2011	August	AV001668		9426	291.00		0.0				
2011	August	AV001668		9426	3,201.00	3.93	0.0				
2011	August	AV001668		9426	450.00	3.86	0.0				
2011	August	AV001668		9426	453.00		0.0				
2011	August	AV001668		9426	3,212.00		0.0				
2011	August	AV001668		9426	3,305.00	3.84	0.0				
2011	August	AV001668		9426	1,126.00	3.89	0.0				
2011	August	AV001668		9426	2,494.00		0.0				
2011	August	AV001668		9426	3,016.00		0.0				
2011	August	AV001668		9426	2,342.00		0.0				
2011	August	AV001668		9426	2,250.00		0.0				
2011	August	AV001668		9426	-	-	0.0		11,898.12		
2011	August	AV001667		9427	-	-	10.1	58,075.00			
2011	August	AV001667		9427	-	-	6.0	28,500.00			
2011	August	AV001667		9427	-	-	33.6	193,200.00			
2011	August	AV001667		9427	-	-	14.8	85,100.00			
2011	August	AV001667		9427	-	-	6.8	39,100.00			
2011	August	AV001667		9427	-	-	0.0	103,915.00			
2011	August		PEA0020	1642	360.00		0.0		Average Revenue	5,665.85	
2011	August		PEA0020	1642	2,139.00		0.0				
2011	August		PEA0020	1642	-	-	0.0		11,899.00		
2011	September		PEA0007	9465	-	-	5.5	31,625.00			
2011	September		PEA0007	9465	-	-	1.4	8,050.00			
2011	September		PEA0007	9465	-	-	10.3	59,225.00			
2011	September		PEA0007	9465	-	-	16.2	93,150.00			

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2011	September	PEA0007	9465	-	-	27.5	158,125.00			
2011	September	PEA0007	9465	-	-	7.1	40,825.00			
2011	September	PEA0007	9465	-	-	5.5	31,625.00			
2011	September	PEA0007	9465	-	-	4.4	25,300.00			
2011	September	PEA0007	9465	-	-	9.1	52,325.00			
2011	September	PEA0007	9465	-	-	0.0	250,250.00			
2011	September	PEA0007	9462	527.00		0.0		Average Revenue	5,750.00	
2011	September	PEA0007	9462	2,036.00	2.28	0.0				
2011	September	PEA0007	9462	2,494.00	0.47	0.0				
2011	September	PEA0007	9462	2,481.00		0.0				
2011	September	PEA0007	9462	1,032.00		0.0				
2011	September	PEA0007	9462	2,000.00		0.0				
2011	September	PEA0007	9462	1,953.00		0.0				
2011	September	PEA0007	9462	946.00		0.0				
2011	September	PEA0007	9462	2,872.00		0.0				
2011	September	PEA0007	9462	750.00		0.0				
2011	September	PEA0007	9462	2,092.00		0.0				
2011	September	PEA0007	9462	2,798.00		0.0				
2011	September	PEA0007	9462	1,762.00		0.0				
2011	September	PEA0007	9462	2,721.00		0.0				
2011	September	PEA0007	9462	1,870.00		0.0				
2011	September	PEA0007	9462	3,871.00		0.0				
2011	September	PEA0007	9462	1,265.00		0.0				
2011	September	PEA0007	9462	2,252.00		0.0				
2011	September	PEA0007	9462	3,460.00		0.0				
2011	September	PEA0007	9462	660.00		0.0				
2011	September	PEA0007	9462	3,536.00		0.0				
2011	September	PEA0007	9462	2,500.00		0.0				
2011	September	PEA0007	9462	650.00		0.0				
2011	September	PEA0007	9462	1,820.00		0.0				
2011	September	PEA0007	9462	300.00		0.0				
2011	September	PEA0007	9462	600.00		0.0				

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2011	September	PEA0007	9462	2,100.00		0.0				
2011	September	PEA0007	9462	1,845.00		0.0				
2011	September	PEA0007	9462	-	-	0.0				
2011	October	PEA0007	9489	-	-	31.5	181,125.00			
2011	October	PEA0007	9489	-	-	20.2	116,150.00			
2011	October	PEA0007	9489	-	-	5.2	29,900.00			
2011	October	PEA0007	9489	-	-	1.7	9,775.00			
2011	October	PEA0007	9489	-	-	1.4	8,050.00			
2011	October	PEA0007	9489	-	-	1.4	8,050.00			
2011	October	PEA0007	9489	-	-	1.4	8,050.00			
2011	October	PEA0007	9489	-	-	1.4	8,050.00			
2011	October	PEA0007	9489	-	-	0.0				
2011	October	PEA0007	9486	2,300.00		0.0		Average Revenue	5,750.00	
2011	October	PEA0007	9486	2,050.00		0.0				
2011	October	PEA0007	9486	3,802.00	3.87	0.0				
2011	October	PEA0007	9486	4,018.00		0.0				
2011	October	PEA0007	9486	2,566.00		0.0				
2011	October	PEA0007	9486	2,100.00		0.0				
2011	October	PEA0007	9486	2,050.00		0.0				
2011	October	PEA0007	9486	2,132.00		0.0				
2011	October	PEA0007	9486	1,800.00		0.0				
2011	October	PEA0007	9486	3,424.00		0.0				
2011	October	PEA0007	9486	1,200.00		0.0				
2011	October	PEA0007	9486	3,017.00		0.0				
2011	October	PEA0007	9486	300.00		0.0				
2011	October	PEA0007	9486	401.00		0.0				
2011	October	PEA0007	9486	2,201.00		0.0				
2011	October	PEA0007	9486	500.00		0.0				
2011	October	PEA0007	9486	902.00		0.0				
2011	October	PEA0007	9486	1,000.00		0.0				
2011	October	PEA0007	9486	1,200.00		0.0				
2011	October	PEA0007	9486	150.00		0.0				

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2011	October		PEA0007	9486	-	-	0.0		2,700.00	2,700.00	2,700.00
2011	November	AV000560		9515	2,700.00		0.0				
2011	November	AV000560		9515	944.00	3.56	0.0				
2011	November	AV000560		9515	2,431.00		0.0				
2011	November	AV000560		9515	2,100.00		0.0				
2011	November	AV000560		9515	750.00		0.0				
2011	November	AV000560		9515	1,506.00		0.0				
2011	November	AV000560		9515	2,600.00		0.0				
2011	November	AV000560		9515	1,818.00		0.0				
2011	November	AV000560		9515	-	-	0.0		2,148.49	2,148.49	
2011	November	AV000563		9517	-	-	5.8	33,350.00			
2011	November	AV000563		9517	-	-	11.2	45,000.00			
2011	November	AV000563		9517	-	-	7.9	45,425.00			
2011	November	AV000563		9517	-	-	7.0	40,250.00			
2011	November	AV000563		9517	-	-	0.0	2,148.49	2,148.49	2,148.49	
2011	December	AV001699		9536	300.00		0.0		Average Revenue	514.16	
2011	December	AV001699		9536	2,403.00		0.0				
2011	December	AV001699		9536	3,598.00		0.0				
2011	December	AV001699		9536	3,330.00		0.0				
2011	December	AV001699		9536	2,835.00	3.69	0.0				
2011	December	AV001699		9536	750.00		0.0				
2011	December	AV001699		9536	3,555.00	3.59	0.0				
2011	December	AV001699		9536	1,281.00		0.0				
2011	December	AV001699		9536	3,750.00		0.0				
2011	December	AV001699		9536	650.00		0.0				
2011	December	AV001699		9536	2,750.00		0.0				
2011	December	AV001699		9536	2,689.00		0.0				
2011	December	AV001699		9536	2,035.00		0.0				
2011	December	AV001699		9536	2,147.00		0.0				
2011	December	AV001699		9536	2,233.00		0.0				
2011	December	AV001699		9536	3,388.00		0.0				
2011	December	AV001699		9536	325.00		0.0				

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2011	December	AV001699		9536	1,654.00		0.0				
2011	December	AV001699		9536	1,821.00		0.0				
2011	December	AV001699		9536	2,352.00		0.0				
2011	December	AV001699		9536	1,000.00		0.0				
2011	December	AV001699		9536	1,345.00		0.0				
2011	December	AV001700		9536	400.00		0.0				
2011	December	AV001700		9536	-	-	0.0		26,192.00		
2011	December	AV001698		9538	-	-	15.1	86,825.00			
2011	December	AV001698		9538	-	-	10.8	62,100.00			
2011	December	AV001698		9538	-	-	11.4	65,550.00			
2011	December	AV001698		9538	-	-	8.1	46,575.00			
2011	December	AV001698		9538	-	-	3.9	20,000.00			
2011	December	AV001698		9538	-	-	8.1	46,575.00			
2011	December	AV001698		9538	-	-	4.9	28,175.00			
2011	December	AV001698		9538	-	-	1.8	10,350.00			
2011	December	AV001698		9538	-	-	1.9	10,925.00			
2011	December	AV001698		9538	-	-	1.3	5,750.00			
2011	December	AV001698		9538	-	-	12.3	70,725.00			
2011	December	AV001698		9538	-	-	0.0	44,550.00			
2012	January	AV001723		9561	1,400.00		0.0		Average Revenue	4,697.86	
2012	January	AV001723		9561	1,100.00		0.0				
2012	January	AV001723		9561	3,374.00	3.78	0.0				
2012	January	AV001723		9561	1,908.00		0.0				
2012	January	AV001723		9561	2,304.00		0.0				
2012	January	AV001723		9561	750.00		0.0				
2012	January	AV001723		9561	1,940.00		0.0				
2012	January	AV001723		9561	3,727.00	3.40	0.0				
2012	January	AV001723		9561	2,000.00	3.78	0.0				
2012	January	AV001723		9561	1,500.00		0.0				
2012	January	AV001723		9561	1,900.00		0.0				
2012	January	AV001723		9561	1,901.00		0.0				
2012	January	AV001723		9561	2,700.00		0.0				

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2012	January	AV001723		9561	1,800.00		0.0				
2012	January	AV001723		9561	1,552.00		0.0				
2012	January	AV001723		9561	1,340.00		0.0				
2012	January	AV001723		9561	1,936.00		0.0				
2012	January	AV001723		9561	728.00		0.0				
2012	January	AV001723		9561	1,200.00		0.0				
2012	January	AV001723		9561	1,150.00		0.0				
2012	January	AV001723		9561	1,150.00		0.0				
2012	January	AV001723		9561	900.00		0.0				
2012	January	AV001723		9561	900.00		0.0		NAME??		
2012	January	AV001723		9561	1,650.00		0.0				
2012	January	AV001723		9561	1,200.00		0.0				
2012	January	AV001723		9561	-	-	0.0		172,010.00		
2012	January	AV001722		9563	-	-	29.6	170,200.00			
2012	January	AV001722		9563	-	-	22.1	127,075.00			
2012	January	AV001722		9563	-	-	11.9	68,425.00			
2012	January	AV001722		9563	-	-	0.0	365,700.00			
2012	February	AV001758		9590	-	-	4.3	24,725.00	Average Revenue	5,750.00	
2012	February	AV001758		9590	-	-	0.0	24,725.00			
2012	February	AV001759		9588	650.00		0.0		Average Revenue	5,750.00	
2012	February	AV001759		9588	3,972.00		0.0				
2012	February	AV001759		9588	-	-	0.0		4,322.00		
2012	March	AV001815		9632	3,340.00		0.0				
2012	March	AV001815		9632	2,000.00		0.0				
2012	March	AV001815		9632	3,952.00		0.0				
2012	March	AV001815		9632	3,600.00		0.0				
2012	March	AV001815		9632	3,290.00		0.0				
2012	March	AV001815		9632	2,700.00		0.0				
2012	March	AV001815		9632	1,500.00		0.0				
2012	March	AV001815		9632	100.00		0.0				
2012	March	AV001815		9632	740.00		0.0				

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2012	March	AV001815		9632	3,406.00		0.0				
2012	March	AV001815		9632	2,951.00		0.0				
2012	March	AV001815		9632	-	-	0.0		527,579.00		
2012	March	AV001814		9634	-	-	6.7	39,530.00			
2012	March	AV001814		9634	-	-	2.0	11,800.00			
2012	March	AV001814		9634	-	-	13.9	82,010.00			
2012	March	AV001814		9634	-	-	15.8	93,220.00			
2012	March	AV001814		9634	-	-	10.4	61,360.00			
2012	March	AV001814		9634	-	-	0.0	2,052,000.00			
2012	April	AV001800		9679	3,108.00		0.0				
2012	April	AV001800		9679	3,757.00		0.0				
2012	April	AV001800		9679	350.00		0.0				
2012	April	AV001800		9679	975.00		0.0				
2012	April	AV001800		9679	1,500.00		0.0				
2012	April	AV001800		9679	2,006.00		0.0				
2012	April	AV001800		9679	200.00		0.0				
2012	April	AV001800		9679	2,026.00		0.0				
2012	April	AV001800		9679	920.00		0.0				
2012	April	AV001800		9679	2,800.00		0.0				
2012	April	AV001800		9679	2,432.00		0.0				
2012	April	AV001800		9679	687.00		0.0				
2012	April	AV001800		9679	3,635.00	3.81	0.0				
2012	April	AV001800		9679	3,058.00		0.0				
2012	April	AV001800		9679	609.00	3.82	0.0				
2012	April	AV001800		9679	3,630.00		0.0				
2012	April	AV001800		9679	1,496.00		0.0				
2012	April	AV001800		9679	3,747.00		0.0				
2012	April	AV001800		9679	2,108.00		0.0				
2012	April	AV001800		9679	-	-	0		39,044.00		
2012	April	AV001795		9681	-	-	10.1	59,590.00			
2012	April	AV001795		9681	-	-	2.5	14,750.00			
2012	April	AV001795		9681	-	-	6.4	37,760.00			
2012	April	AV001795		9681	-	-	7.0	41,300.00			

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FEDERAL ELECTION COMMISSION

MUR 7005

Declaration

JO-ANN BRUGGEMANN-VICTOR, states under the penalties of perjury,
pursuant to 28 U.S.C. § 1746, as true and correct, the following:

1. I am one of the individual persons identified in the complaint in the above-referenced matter and I make this declaration upon personal knowledge.
2. I am Adam Victor's wife.
3. The unidentified payments and/or checks referenced in paragraphs 70 and 72 of the complaint were not paid to me.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June __, 2016

Jo Ann Bruggemann Victor
JO-ANN BRUGGEMANN-VICTOR



Digitally signed by
Mary Beth deBeau
DN: cn=Mary Beth
deBeau, o, ou=CELA
email=mdebeau@fe
gov, c=US
Date: 2016.06.08
10:28:15 -04'00'